

~~CONFIDENTIAL~~

APIC

<b>NEGOTIATED CONTRACT</b> (SUPPLIES AND SERVICES)	
REQUISITION OR OTHER PURCHASE AUTHORITY <b>55-8647-67</b>	CONTRACT/TASK ORDER NO. <b>Contract</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
<b>ISSUING OFFICE</b>	
NAME <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 5px;"></div>	ADDRESS <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 5px;"></div>
CONTRACT FOR <b>Development of Automatic Focusing Rear-Screen Projector.</b>	
AMOUNT <div style="border: 1px solid black; width: 100%; height: 30px; margin-top: 5px;"></div>	
APPROPRIATION AND OTHER ADMINISTRATIVE DATA <b>Defense Order Rating DO-A7</b> <b>Certified under DMS Regulation No. 1</b> <b>Certification of the assigned DO rating on this Contract shall be as follows:</b> <b>U. S. Government Classified Contract No.</b> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> <b>Use of this DO rating is mandatory on all subcontracts and purchase orders</b> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	
This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.	
This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an <input type="checkbox"/> Individual, <input type="checkbox"/> Partnership, <input checked="" type="checkbox"/> Corporation, incorporated in the State of <u>California</u> , hereinafter called the Contractor.	
The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.	
The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. <b>(Sections A and E of 1424 attached.)</b>	
The Contractor represents (a) that it <input type="checkbox"/> is, <input type="checkbox"/> is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it <input type="checkbox"/> has, <input type="checkbox"/> has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder <input type="checkbox"/> will, <input type="checkbox"/> will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.	
IN WITNESS WHEREOF, the parties hereto have executed this contract as of <u>16 May</u> 19 <u>67</u> .	
SIGNATURES (Type or print all names under all signatures)	
CONTRACTOR <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 5px;"></div>	CA <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 5px;"></div>
BY	CONTRACTING OFFICER
WITNESSES (In)	

Declass Review by NIMA/DOD

**NOTICE**

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

~~CONFIDENTIAL~~GROUP 1  
Excluded from automatic  
downgrading and  
declassification

(When Filled In)

## SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

## CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE)

(Corporate Seal)

## CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

## TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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Approved For Release 2003/01/28 : CIA-RDP78B04770A002000040006-1

(SCHEDULE)		CONTRACT/TA	PAGE 2 OF	PAGES
		Contract		25X1
<b><u>SCOPE OF WORK:</u></b>				
The Contractor shall furnish the necessary personnel, facilities, material, and equipment to develop a demonstration model of an automatic focusing rear-screen projector in accordance with the Contractor's Proposal No. ESU 67-3, dated 11 January 1967, which is incorporated herein by reference and made a part hereof.				
<b><u>DELIVERABLE ITEMS:</u></b>				
1. Monthly Informal Progress Report to be delivered within 15 days from the close of the reporting period.		Five (5) each		
2. Final Technical Report to be delivered within 15 days from the close of the reporting period.		Five (5) each		
3. Demonstration Model, Automatic Focusing Rear-Screen Projector.		One (1) each		
4. Any and/or all other components, modules, or systems either furnished, fabricated, or purchased hereunder.		One (1) Lot		
<b><u>CONSIGNEE ADDRESS:</u></b>				
One (1) copy each of Items 1 and 2 shall be delivered, postage prepaid, to the Contracting Officer.				
All remaining copies of Items 1 and 2 shall be delivered, postage prepaid, to the following address:				
<div style="border: 1px solid black; height: 60px; width: 100%;"></div>				
Delivery of Items 3 and 4 shall be determined upon completion of this Contract.				
<b><u>PERSONAL DELIVERY:</u></b>				
In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in the suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.				
NAME OF CONTRACTOR				

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EXCLUDED FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

(SCHEDULE)	<div style="display: flex; justify-content: space-between; font-size: small;"> <span>CONTRACT/TASK ORDER NO.</span> <span>PAGE 3 OF 3 PAGES</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Contract No. [REDACTED]</span> <span>25X1</span> </div>
<p><b><u>PERIOD OF PERFORMANCE:</u></b></p> <p>The performance period for this Contract shall be 16 May 1967 through 16 January 1968.</p> <p><b><u>ESTIMATED COST:</u></b></p> <p>The estimated cost payable to the Contractor for the performance of the work hereunder shall be [REDACTED] 25X1</p> <p>[REDACTED] Costs in excess of this amount shall not be incurred without the prior written authorization of the Contracting Officer. 25X1</p> <p><b><u>FIXED FEE:</u></b></p> <p>The Fixed fee for the performance of this Contract shall be [REDACTED] 25X1</p> <p>[REDACTED]</p> <p><b><u>BILLING AND PAYMENT ADDRESSES:</u></b></p> <p>All invoices submitted for payment under this Contract shall be forwarded to the Contracting Officer.</p> <p>Payment(s) under this Contract shall be forwarded to the following security address:</p> <div style="border: 1px solid black; height: 40px; width: 250px; margin: 10px auto;"></div> <p style="text-align: right;">25X1</p> <p>The Contractor shall specify this security approved address, or any subsequent amendment thereof, on all invoices.</p>	
<p><b>NAME OF CONTRACTOR</b></p> <div style="border: 1px solid black; height: 20px; width: 250px; margin-top: 5px;"></div>	

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(SCHEDULE)

CONTRACT/TASK ORDER NO.

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Contract

25X1

SECURITY

All Work and Reports generated under this Contract are **UNCLASSIFIED**.

The association of the sponsor with the work being produced under this Contract is classified **CONFIDENTIAL**. This classified information and any other classified information which may be specified above, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by the sponsor to have access to classified information. Correspondence originated by you which contains the name and address of the Contracting Officer shall be stamped with the classification of **CONFIDENTIAL**, unless such correspondence contains data of a higher classification in which case it shall bear the same classification as such data.

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period. This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

#### REPORTS

##### a) Technical

A final report, manuals, drawings and similar data as may be required under this contract, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Technical Representative in accordance with the Representative's instructions. A copy of the Technical Progress Report should be mailed directly to the Contracting Officer.

##### b) Contract Status

(Applicable if contract is CPFF of [ ] and over and/or is for a period of six (6) months or more and all Incentive contracts.) 25X1

The Contractor agrees to report to the Contracting Officer at the end of each month the percentage of total performance of the Contract completed and the percentage of total estimated or target cost expended as of the end of that month. Contractor shall send a copy of the report to the Technical Representative of the Contracting Officer. When this report indicates a plus or minus deviation of 15 percent from the original projection the Contractor shall recite reasons therefore. Failure to submit this report will result in delay in payment of invoices.

NAME OF CONTRACTOR

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GROUP 1  
EXCLUDED FROM AUTOMATIC DOWNGRADING  
AND DECLASSIFICATION

NPIC

☐ UNCLASSIFIED

☒ CONFIDENTIAL

☐ SECRET

# REQUEST TO PROCUREMENT DIVISION FOR SERVICES

(other than property or building maintenance and repairs)

INSTRUCTIONS: (1) As appropriate, refer to Contract, Task Order, Proposal Numbers and attach any proposals, specifications or justifications. Obtain hereon or attach evidence of R & D approval as required by DDCI Memo of 23 December 1963, ER 63-8811. (2) Obtain Technical Officer approval or concurrence as appropriate. (3) Include in the narrative portion amplification of particular security requirements and any delivery or consignee instructions.

REQUEST NO.  55-8647-67	DATE OF REQUEST  16 March 1967	PROCUREMENT DIV. ASSIGNMENT  RED/NPIC/PC 9548/8m	DATE RECD IN PD.  3/21/67
TYPE OF SERVICE REQUESTED		REQUESTING OFFICE NPIC	25X1
<input checked="" type="checkbox"/> RESEARCH/DEV. (1) (2) (3)		CONTACT	25X1
<input type="checkbox"/> GRANT (1) (2) (3)		I CERTIFY ARE AVAILABLE. CHARGE TO FAN 7155-4102	DATE 16 MAR 1967 25X1
<input type="checkbox"/> REPAIR (3)			
<input type="checkbox"/> MAINTENANCE (3)			
<input type="checkbox"/> MODIFICATION (1) (2) (3)			
STERILITY CODE <input type="checkbox"/> 0 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 APPLIES		SIGNATURE	
PAIR OR MAINTENANCE SERVICE HAS BEEN SATISFACTORILY COMPLETED			

MATERIAL LOCATED OR SERVICES TO BE PERFORMED AT

NARRATIVE DESCRIPTION OF SERVICES REQUESTED

Fabrication of a feasibility model of an Automatic Focusing Device as applied to a rear projection viewer. (Project 02217)



25X1

Proposal ESU-67-3 dated 11 January 1967 attached

R&D Approved by D/NPIC on 13 March 1967.

Authority to proceed 3/14/67



25X1